

[*Manning v. Detroit Edison Corp.*](#), 90-ERA-28 (ALJ Apr. 16, 1991)

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U.S. Department of Labor
Office of Administrative Law Judges
525 Vine Street, Suite 900
Cincinnati, Ohio 45202

Date Issued: Apr 16 1991
Case No. 90-ERA-28

In the Matter of

WILLIAM MANNING
Complainant

v.

DETROIT EDISON CORPORATION
Respondent

**RECOMMENDED ORDER APPROVING SETTLEMENT
AGREEMENT AND DISMISSING COMPLAINT**

This matter is before the undersigned pursuant to the employee protection provisions of the Energy Reorganization Act of 1974, as amended, 42 U.S.C. § 5851 (1982).

On March 26, 1991, prior to a hearing on the merits of the complaint, the parties submitted the attached Settlement Agreement. In a cover letter accompanying the settlement agreements Complainant's counsel requested that a telephone conference be conducted by the undersigned with the parties.¹ Such a conference was held by telephone on April 2, 1991. Participating in the conference were the undersigned, Mr. Manning and counsel for

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Detroit Edison, Messrs. Champnella and Slazinski. Mr. Manning expressed that he was not pleased with prior rulings of the Administrative Law Judge, but nevertheless voluntarily executed the accompanying settlement agreement. Mr. Manning also stated that he had read and understood the terms and conditions of the settlement agreement.

I have reviewed the Settlement Agreement submitted for the approval of the Secretary of Labor. It appears that it is fair, adequate and reasonable. Therefore, I enter the following recommended Order:

RECOMMENDED ORDER

It is Ordered, that the attached Settlement Agreement be APPROVED and that the complaint in the case be DISMISSED WITH PREJUDICE. It is requested that because the terms of the settlement agreement requires approval by the Secretary of Labor before any monies are paid to the Complainant, that this matter be accorded expeditious consideration.

DANIEL J. ROKETENETZ Administrative Law Judge

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement") is entered into by and between WILLIAM F. MANNING ("Manning") and THE DETROIT EDISON COMPANY ("Company" or "Detroit Edison").

1. The purpose of this agreement is to fully resolve and prohibit the assertion, re-assertion, litigation or re-litigation of any and all claims and actions that have been or could have asserted, initiated or commenced through the date of this agreement by Manning against the Company for the recovery of back or future wages, other employment benefits, compensatory damages, punitive damages, or legal or equitable relief of any kind or nature, under any statute, regulation or common law theory, in any way relating to or arising out of Manning's employment with the Company and the termination of that employment.
2. Nothing in this agreement shall be construed to prohibit Manning from reporting any suspected instance of illegal activity of any nature, any nuclear safety concern, any workplace safety concern or any public safety concern to the United States Nuclear Regulatory Commission, the United States Department of Labor or any other federal or state governmental agency, and shall not be construed to prohibit Manning from participating in any way in any state or federal administrative, judicial or legislative proceeding or investigation with respect to any claims and matters not resolved and terminated by this Settlement Agreement.
3. For and in consideration of the total sum of Three Thousand and 00/100 (\$3,000.00) Dollars, to be paid by the Company in accord with the terms of this Settlement Agreement, the adequacy of which is hereby acknowledged, Manning agrees, among other things, that he will forthwith, by the filing of Attachment A, move for dismissal with prejudice of his claim made against the Company in his Complaint to the United States Department of Labor, filed on March 7, 1990, Case No. 90-ERA-28. Manning further agrees that, in accordance with the terms of this Settlement Agreement, he will

release the Company from all claims of whatsoever nature in a written form acceptable to the Company. The parties expressly agree that the payment by the Company of the monetary sums provided herein is contingent upon the Secretary of Labor approving this settlement and the entry of an appropriate order dismissing case No. 90-ERA-28, with prejudice.

4. The parties acknowledge that the total settlement sum of Three Thousand and 00/100 (\$3,000.00) Dollars is paid to Manning in full settlement of all of his claims, expressly including but not limited to alleged personal injury, emotional injury, mental distress, pain and suffering, and compensatory damages for any and all injuries and tortious and tortious-type deprivations of rights, which Manning has or could have asserted against the Company, and including any and all claims for costs and attorney fees as might be asserted in Case No. 90-ERA-28.

5. The parties agree that the payment of the monetary sums set forth in this Settlement Agreement shall occur within seven (7) business days following the date that the Company receives a True Copy of the Secretary of Labor's Order approving this settlement and dismissing Case No. 90-ERA-28.

6. By this Settlement Agreement, Manning agrees that he will refrain from commencing any action or suit, or prosecuting any pending action or suit, in law or in equity, against the Company on account of any action or cause of action which now exists or which may hereafter accrue in his favor upon the basis of facts existing at the date hereof.

7. Nonadmission: This Settlement Agreement constitutes the voluntary compromise of all claims made or which could have been made by Manning against the Company, and the parties expressly agree that nothing herein shall be construed in any way as any admission of any facts or any liability by the Company. The Company expressly denies any liability whatsoever.

8. General Release: Manning agrees to execute a general release of all his claims in a form acceptable to the Company; the same is attached hereto and made a part of this Settlement Agreement. Manning shall tender said general release form to the Company as a condition for receiving payment of the settlement sums provided by this Settlement Agreement.

9. Waiver of Rights to Seek Employment: Manning expressly agrees that he will not, in the future, seek employment in any job position at the Company.

10. Entire Agreement: This Settlement Agreement contains the entire agreement between Manning and Detroit Edison regarding the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth.

11. Reading of Agreement: In entering into this Settlement Agreement, Manning represents that he has completely read all the terms hereof and that upon consultation with his legal counsel such terms are fully understood and voluntarily accepted by him.

12. If the Secretary of Labor refuses to approve this Settlement Agreement and refuses to dismiss Case No. 90-ERA-28, with prejudice, then in such event, this agreement shall have no force or effect whatsoever.

This Settlement Agreement is entered into this 1st day of March , 1991 .

WILLIAM F. MANNING

THE DETROIT EDISON COMPANY

BY:

GENERAL RELEASE OF ALL CLAIMS

The undersigned, WILLIAM F. MANNING, for valuable consideration, the adequacy thereof being acknowledged by the undersigned, on behalf of himself, his heirs, successors and assigns, does promise, acquit, release, waive and forever discharge THE DETROIT EDISON COMPANY, a Michigan corporation of Detroit, Michigan, its subsidiaries, successors, assigns, officers, agents, directors, employees and shareholders, from any and all manner of action or actions and causes of action, suits, debts, dues, sums of money, accounts, contracts, wages, salaries, controversies, agreements and promises, whether known or unknown, and any other liability whatsoever which the said WILLIAM F. MANNING can, shall, may have or has asserted by any act, event, matter, cause or thing whatsoever, from all time to the date of signature hereof in any state or federal court or before any administrative agency; particularly, but without limitation thereto, any and all claims for unpaid wages and any and all tort or tort-type damages, including costs and attorneys' fees as well as any and all claims for loss of employment and loss of seniority and/or company service resulting from his termination of employment on or about February 6, 1990, including but not limited to any and all claims made or which could have been made in *William Manning v. Detroit Edison*, Case No. 90-ERA-28.

It is understood and agreed that this Release acknowledges a compromise of all claims arising out of the employment services rendered to The Detroit Edison Company by WILLIAM F. MANNING and is not to be construed as an admission of liability on the part of The Detroit Edison Company or its agents by whom liability is expressly denied, and it is made to terminate all further controversy respecting all claims heretofore asserted by WILLIAM F. MANNING in any way arising but of employment services rendered to The Detroit Edison Company from all time to the date of signature hereof.

WILLIAM F. MANNING REPRESENTS AND ACKNOWLEDGES that, before signing this Release, he read the same; that he fully understands its terms, content and effect; that he has had the benefit of advice from an attorney of his own choosing; and has relied fully and completely on his own judgment and on the advice of his attorneys in executing this Release.

IN WITNESS WHEREOF, WILLIAM F. MANNING has executed this full and final release of all claims as his free act and deed this 1st day of March , 1991.

WILLIAM F. MANNING

STATE OF MICHIGAN)

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WILLIAM F. MANNING REPRESENTS AND ACKNOWLEDGES that, before signing this Release, he read the same; that he fully understands its terms, content and effect; that he has had the benefit of advice from an attorney of his own choosing; and has relied fully and completely on his own judgment and on the advice of his attorneys in executing this Release.

IN WITNESS WHEREOF, WILLIAM F. MANNING has executed this full and final release of all claims as his free act and deed this

day of , 1991.

WILLIAM F. MANNING STATE OF MICHIGAN)
) SS
COUNTY OF)

On this day of 1991, personally appeared before me WILLIAM F. MANNING to me known to be the person subscribed in and who executed the foregoing full and final release of all claims, and who acknowledged that he executed the same as his free act and deed.

Notary Public

[ENDNOTES]

¹Mr. Manning's counsel, due to her unavailability at the time of the conferences waived her participation therein.